

Energy Fitness & Gymnastics Waiver of Liability

Gymnastics Program

Child's Name _____

Parent's Name _____

BY SIGNING BELOW, I acknowledge reading, understanding, and accepting the statements herein.

AGREEMENT TO PARTICIPATE AND LIABILITY WAIVER - I understand gymnastics and other sports activities involve risk and possible injury, including but not limited to paralysis, death, emotional distress, or damage to myself, to property, or to third parties.

I understand that it is my responsibility as an adult participant or parent not to participate or allow participation if there are any physical, emotional, and behavioral or other problems that might compromise safe involvement. I understand that Peak Fitness LLC. dba/Energy Fitness & Gymnastics does not carry medical insurance for participants and forever release the corporation, staff, owners, facility, and equipment owners, and other related parties from the responsibility or liability for insurance deductibles, medical expenses, and/or other damages incurred by my child, myself, or other family members while participating or visiting the facilities, parking area, or traveling to or at a related activity. I expressly agree and promise to accept and assume all of the risks existing in this activity as outlined above.

My participation or my child's participation in this activity is purely voluntary, no person(s) are forcing me or my child to participate and I elect of my own volition to participate or have my child participate with full knowledge of the inherent risks involved.

I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Peak Fitness LLC. dba/Energy Fitness & Gymnastics from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my participation or my child's participation in this activity, including those allegedly attributable to the negligent acts or omissions of Energy Fitness & Gymnastics or their staff.

Should Energy Fitness & Gymnastics, or anyone acting on their behalf, be required for any reason to incur attorney fees and costs to enforce this agreement, I agree to indemnify and reimburse Energy Fitness & Gymnastics for such fees and costs.

I understand that injuries can and do occur and that health insurance is a requirement. I certify that I have health, accident, and liability insurance to cover any bodily injury or property damage I or my child may cause or suffer while participating in the sport of gymnastics or any other activities in or related to Energy Fitness & Gymnastics, including use of the Complimentary Cardio machines, or else I agree to indemnify and reimburse Energy Fitness & Gymnastics for such fees and costs as incurred.

AUTHORIZATION OF MEDICAL CARE - In case of injury or illness during participation, I authorize and desire medical care for myself or my child at the discretion of the attending physician. I accept responsibility for all associated expenses.

PARENT RESPONSIBILITY TO SUPERVISE - When I visit Energy Fitness & Gymnastics, or am involved in any related activity involving parental presence or participation, I understand and accept the responsibility, and any associated liability, of constantly supervising, controlling, and restricting activities as necessary to assure safety of the children I bring and myself.

PHOTOGRAPHS AND STATEMENTS - I authorize use of my own and my child's visual image and statements in newsletters, posters, and other advertising.

VALID DATES - These agreements, waivers, and authorizations will remain valid and in force as long as and whenever my child, myself, or any family member participates in any activity at or with Energy Fitness & Gymnastics.

AGREEMENT TO PAY - I understand there are no refunds, credits, or guaranteed make-ups for missed classes due to personal reasons or inclement weather, and I am obligated to pay full tuition once a session begins. I accept the responsibility of paying for any damage to facility and equipment caused by myself or a family member.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found, by a court of law, to have waived my right to maintain a lawsuit against Energy Fitness & Gymnastics on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read and fully understand this entire document and I agree to be legally bound by its terms.

Parent Signature _____ Date _____

Energy Fitness & Gymnastics Registration Form 2009/2010



Child's Name: _____ Age: _____ M ___ F ___ Birthdate: ____/____/____
 Parent/Guardian Name: _____ Relation: _____
 Address: _____
 Town: _____ State: _____ Zip code _____
 Home Phone: (____) _____ - _____ Cell Phone: (____) _____ - _____
 e-mail address: _____
 Emergency Contact: _____ Relation: _____ Phone: (____) _____ - _____
 Physician's Name: _____ Phone: (____) _____ - _____
 Any intolerance to medications? Y: ___ N: ___ Any medications taken regularly? Y: ___ N: ___
 Does your child have any neurological, sensory, physical, or behavioral issues? Y: ___ N: ___
 If YES, please explain: _____
 Any health conditions that may affect your child's activity? _____

Please initial next to each line to indicate your understanding and acceptance of the following policies:

- _____ **TRIAL CLASS POLICY:** One trial class is *free* if a student chooses not to enroll in the program following the class. If a student does enroll in the program, the trial class is considered part of the tuition and the student will be charged for that class.
- _____ **REFUND POLICY:** A student has their first two classes to decide if they want to remain enrolled. If for any reason a student chooses to unenroll, a full refund—less the \$30 nonrefundable registration fee and any redeemed classes—will be given. You must notify us within 24 hours of the second class if you do not wish to continue. No refunds will be given after this deadline.
- _____ **ENROLLMENT POLICY:** Once your child is enrolled at Energy, their enrollment will carry over from session to session during the school year unless you notify us by filling out an unenrollment form that your child needs to withdraw from the program. If you do not notify us, your child will be automatically reenrolled and your credit card billed. All current and new students must reregister for the fall session.
- _____ **MAKE-UP POLICY:** Students are entitled to two (2) make-up classes per session (four make-ups are permitted for Tots classes). Make-up classes must be scheduled at least one week in advance.

How did you find out about Energy Fitness & Gymnastics?

- | | | |
|-------------------------------|---------------------------------|------------------------------------|
| ___ <i>The Tab Newspaper</i> | ___ <i>Boston Parents Paper</i> | ___ Friend |
| ___ <i>Newton Magazine</i> | ___ Mailer | ___ Attended a birthday party here |
| ___ <i>Brookline Magazine</i> | ___ Internet | ___ Other _____ |

(form continued on reverse)

OFFICE USE ONLY

Class Information

Session: Fall Winter Spring Summer

- WAITLIST: Date added _____ Class _____ Day _____ Time _____ Initials _____
- TRIAL CLASS: Date of trial _____ Class _____ Day _____ Time _____ Initials _____
- ENROLLED: Date entered _____ Class _____ Day _____ Time _____ Initials _____

Billing Information

Amount: \$ _____ Payment type: Mastercard Visa Check (# _____) Cash
 CC# _____ EXP: _____
 Name on card: _____ ZIP: _____
 I authorize Energy Fitness to process my credit card for services rendered and/or charges due.
 Authorized Signature _____ Date: _____